



June 24, 2020

**VIA ELECTRONIC DELIVERY**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29210

RE: Docket No. 2020-43-E – Application of Dominion Energy South Carolina, Incorporated for a Certificate of Environmental Compatibility and Public Convenience and Necessity for the Construction and Operation of the of the Toolebeck - Aiken 230 kV Tie and Segments of the Graniteville #2 - Toolebeck 230 kV and Toolebeck - South Augusta 230 kV Tie, and Associated Facilities.

Dear Ms. Boyd:

By Order No. 2020-440 (“Order”), issued in the above-referenced docket and dated June 23, 2020, the Public Service Commission of South Carolina (“Commission”) granted Dominion Energy South Carolina, Inc. (“DESC”) a Certificate of Environmental Compatibility and Public Convenience and Necessity for the construction and operation of the Toolebeck - Aiken 230 kV Tie and Segments of the Graniteville #2 - Toolebeck 230 kV and Toolebeck - South Augusta 230 kV Tie, and Associated Facilities. In so doing, the Commission ordered, among other things, that DESC “notify the Commission and ORS once all necessary rights-of-way of the affected landowners are secured for the additional new rights-of-way on four non-DESC-owned properties totaling approximately 4.82 acres,” and “provide proof that such rights-of-way have been obtained.” By this letter and in compliance with the terms of the Order, DESC hereby notifies the Commission that it is has obtained the necessary rights-of-way on the four non-DESC-owned properties. More specifically, DESC obtained 1.28 acres, 0.52 acres, and 0.53 acres of rights-of-way via easements from Christine and Gregory Baretto, Head Farms Limited Partnership, and Thera T. McElmurray, respectively; and DESC acquired 2.44 acres of right-of-way from Crowell and Co., Inc. via a condemnation action. The total acquired rights-of-way totals 4.77 acres; the total acreage required was slightly less than originally estimated once final structure locations were determined. Proof of the rights-of-way acquisition is attached hereto.

The Honorable Jocelyn G. Boyd

June 24, 2020

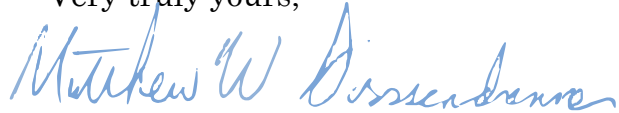
Page 2

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By copy of this letter and in compliance with the Order, DESC is also providing ORS with notification that the necessary rights-of-way have been obtained.

If you have any questions, please advise.

Very truly yours,



Matthew W. Gissendanner

MWG/kms

Enclosure

cc: Jeffrey M. Nelson, Esquire  
Dawn Hipp  
(via electronic mail and First Class U.S. Mail)

**Easement # 900384****State of South Carolina** )**County of Aiken** )

KNOW ALL MEN BY THESE PRESENTS that I (WE) **Christine A. Barreto and Gregory L. Barreto** of the County and State aforesaid, hereinafter sometimes referred to as "Grantor" (whether singular or plural), for and in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before signing and sealing of these presents, do hereby bargain, grant and convey to the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation having its principal office in Cayce, South Carolina, hereinafter sometimes referred to as "Grantee", a right of way, over such route as Grantee has selected, upon, over, under and across lands of Grantor situated in the County of **Aiken**, State of South Carolina, described as follows: Being a tract of land containing **21.74 acres**, more or less, and being the same lands conveyed to Grantor by deed of **F&H Leasing**, dated **1/15/2019**, and recorded in the Register of Deeds Office for **Aiken** County in **Deed Book 4758 at Page 1443 (the "Property")**.

Said property is a tract of land located along the southerly side of Woodward Drive in or near the town of Aiken.

Right-of-way for and electric transmission line is as more fully shown on Dominion Energy South Carolina, Inc. drawing P-10510-60302 attached hereto as "EXHIBIT A".

Grantor reserves the right to expand the existing retention pond into the right-of-way.

Portion of TMS: 137-19-01-005

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, municipal, public or private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable thereof, as well as the right to install, maintain and use anchors and guy wires on land adjacent to the right of way herein granted.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary or desirable, and the right to remove any line or any part thereof.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Grantee shall have the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said Property of Grantor for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of **Eight Thousand Two Hundred and No/100 Dollars (\$ 8,200.00)**. Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.


TO HAVE AND TO HOLD the aforesaid rights by Grantee, its successors and assigns, as aforesaid.

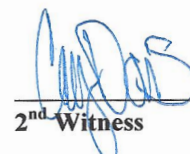
And Grantor agrees to warrant and forever defend the above granted rights against themselves or their heirs and against any other person lawfully claiming or to claim the same or any part thereof.

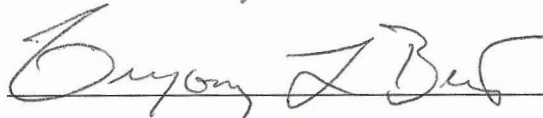
The word "Grantor" shall include Grantor's heirs, executors, administrators, successors, and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

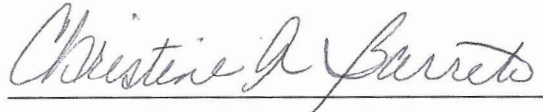
IN WITNESS WHEREOF, Grantor has duly executed this indenture the 11<sup>th</sup> day of June, 2020.

WITNESS:

  
1<sup>st</sup> Witness

  
2<sup>nd</sup> Witness

 (SEAL)

 (SEAL)

Easement # 900384

ACKNOWLEDGMENT

STATE OF ~~SOUTH CAROLINA~~ <sup>Oregon</sup> )  
COUNTY OF ~~Aiken~~ <sup>Union</sup> )

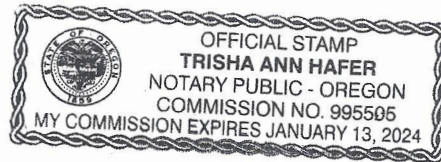
The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **Christine A. Barreto and Gregory L. Barreto** personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this 11 day of June, 2020.

Trisha Ann Hafer  
Signature of Notary Public State of Oregon

My commission expires: 1-13-2024

Trisha Ann Hafer  
Print Name of Notary Public



**RIGHT OF WAY GRANT TO  
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **Toolebeck-Aiken 230 kV Tie**

County: **Aiken**

R/W File Number: **23946**

Grantor(s): **Christine A. Barreto and Gregory L. Barreto**

Return to: DESC

PLAN "SAFETY" INTO EVERY JOB

CAD DRAWING - DO NOT REVISE MANUALLY



- INDICATES PROPOSED  
TRANSMISSION EASEMENT  
(1.28 AC.)

REF. DWG.: PLAT PREPARED BY AMERICAN  
ENGINEERING CONSULTANTS, INC. DATED  
4-22-2015, RECORDED IN AIKEN COUNTY PLAT  
BOOK 58, PAGE 595.

# AIKEN COUNTY

"EXHIBIT A"



STATE GRID NORTH, NAD '83

N/F GREGORY L. & CHRISTINE A. BARETTO  
TMS #137-19-01-005

55,707 SQ. FT.  
1.28 ACRES

N53° 53' 54"E  
133.83

N52° 41' 11"E  
876.58

S38° 43' 57"W  
242.18

738.50  
S51° 47' 04"W

N/F THE CHARLEEN V. DUNSFORD  
DECLARATION OF TRUST  
TMS #138-08-01-001

EX. 150' DOMINION ENERGY  
SC TRANSMISSION LINE ROW

N64° 11' 55"W  
81.68

N/F CROWELL & CO., INC.  
TMS #137-19-01-006

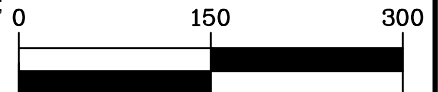
POB  
N: 620,685.63  
E: 1,797,098.05

N/F DOMINION ENERGY  
SOUTH CAROLINA, INC.  
TMS #137-07-01-002

EX. 50' DOMINION ENERGY  
SC TRANSMISSION LINE ROW

## METES AND BOUNDS DESCRIPTION OF PROPOSED EASEMENT:

BEGINNING AT A POINT WHOSE NORTHING IS 620,685.63 AND WHOSE EASTING IS 1,797,098.05;  
THENCE BEARING N 64° 11' 55" W A DISTANCE OF 81.68 FEET;  
THENCE BEARING N 53° 53' 54" E A DISTANCE OF 133.83 FEET;  
THENCE BEARING N 52° 41' 11" E A DISTANCE OF 876.58 FEET;  
THENCE BEARING S 38° 43' 57" W A DISTANCE OF 242.18 FEET;  
THENCE BEARING S 51° 47' 04" W A DISTANCE OF 738.50 FEET TO THE POINT OF BEGINNING.



GRAPHIC SCALE: 1"=150'

NOTE: THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA.  
PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF  
RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY.  
DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

## Dominion Energy South Carolina, Inc.

FOR: TOOLEBECK - AIKEN 230kV TIE  
DETAIL: CROSSING PROPERTY OF GREGORY L. & CHRISTINE A.  
BARETTO, IN AIKEN COUNTY, SOUTH CAROLINA  
TMS #137-19-01-005

DRAWN	DATE
JDH	09/27/2019
APPROVED	DATE
WKJ	09/27/2019
DRAWING NUMBER	
PROJECT	LINE NUMBER
P - 10510	60302
REVISION DATE	NUMBER
05/05/2020	D



SCALE: 1" = 150'

CONST  
W.O. #  
R/W 401229

M. F. CODE  
SURVEY JOB #  
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**Easement # 900126**

State of South Carolina )

)

County of Aiken )

KNOW ALL MEN BY THESE PRESENTS that I (WE) **Head Farms Limited Partnership** of the County and State aforesaid, hereinafter sometimes referred to as "Grantor" (whether singular or plural), for and in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before signing and sealing of these presents, do hereby bargain, grant and convey to the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation having its principal office in Cayce, South Carolina, hereinafter sometimes referred to as "Grantee", a right of way, over such route as Grantee has selected, having a width of feet, upon, over, under and across lands of Grantor situated in the County of **Aiken**, State of South Carolina, described as follows: Being a tract of land conveyed to Grantor by deed of **Robert H. Holley as Trustee of the Robert Hastings Irrevocable Trust**, dated **5/26/2005**, and recorded in the Register of Deeds Office for **Aiken** County in **Deed Book 2485 at Page 138 (the "Property")**.

Said property is a portion of a tract of land located along the southerly side of Shaws Fork Road in Aiken County.

Right of way for an electric transmission line is as more fully shown of Dominion Energy South Carolina, Inc. drawing P-10510-60303, attached hereto as "EXHIBIT A".

Portion of TMS: 187-00-02-011

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, municipal, public or private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable thereof, as well as the right to install, maintain and use anchors and guy wires on land adjacent to the right of way herein granted.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary or desirable, and the right to remove any line or any part thereof.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Grantee shall have the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said Property of Grantor for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by Grantor within the width of said right of way.

TO HAVE AND TO HOLD the aforesaid rights by Grantee, its successors and assigns, as aforesaid.

And Grantor agrees to warrant and forever defend the above granted rights against themselves or their heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor" shall include Grantor's heirs, executors, administrators, successors, and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the 2<sup>nd</sup> day of MARCH, 2020.

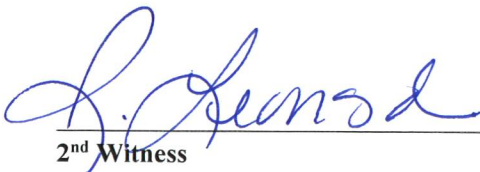
WITNESS:

**Head Farms Limited Partnership**



1<sup>st</sup> Witness

By: Robert H. Holley (SEAL)



2<sup>nd</sup> Witness

Easement # 900126

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Aiken )

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named IDA HOWEY, of **Head Farms Limited Partnership**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this 2<sup>nd</sup> day of march, 2020

[Signature]  
Signature of Notary Public State of SC

My commission expires: 10-20-25

Roselyn Leonard  
Print Name of Notary Public

RIGHT OF WAY GRANT TO  
DOMINION ENERGY SOUTH CAROLINA, INC.

Line: Toolebeck 230 kV Fold In

County: Aiken

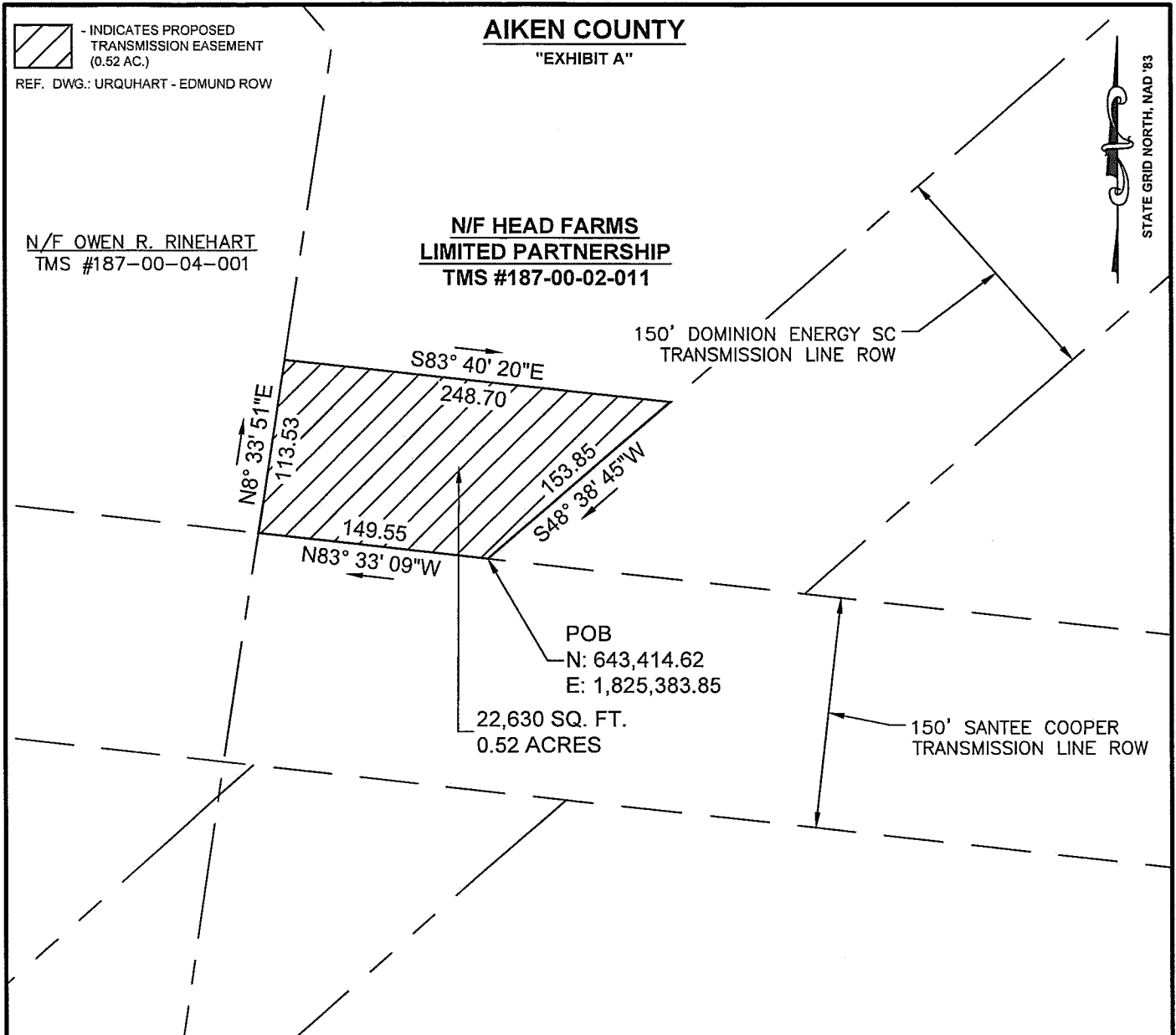
R/W File Number: 23661

Grantor(s): Head Farms Limited Partnership

Return to: DESC

PLAN "SAFETY" INTO EVERY JOB

CAD DRAWING - DO NOT REVISE MANUALLY



**METES AND BOUNDS DESCRIPTION OF PROPOSED EASEMENT:**  
 BEGINNING AT A POINT WHOSE NORTHING IS 643,414.62 AND WHOSE EASTING IS 1,825,383.85;  
 THENCE BEARING N 83° 33' 09" W A DISTANCE OF 149.55 FEET;  
 THENCE BEARING N 08° 33' 51" E A DISTANCE OF 113.53 FEET;  
 THENCE BEARING S 83° 40' 20" E A DISTANCE OF 248.70 FEET;  
 THENCE BEARING S 48° 38' 45" W A DISTANCE OF 153.85 FEET TO THE POINT OF BEGINNING.

**NOTE:** THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

<b>Dominion Energy South Carolina, Inc.</b>				DRAWN JDH	DATE 12/12/2019		
FOR: TOOLEBECK - AIKEN 230kV TIE				APPROVED WKJ	DATE 12/12/2019		
DETAIL: CROSSING PROPERTY OF HEAD FARMS L.P.							
IN AIKEN COUNTY, SOUTH CAROLINA							
TMS #187-00-02-011							
	SCALE: 1" = 100'	CONST W.O. # R/W 401229	M. F. CODE	SURVEY JOB # ---	DRAWING NUMBER P - 10510 - 60303		
					PROJECT	LINE NUMBER	SHEET NUMBER
					REVISION DATE	NUMBER	

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF DOMINION ENERGY SOUTH CAROLINA, INC. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

FILE: P-10510-60300.dwg



**Easement # 899830**

State of South Carolina )  
 )  
 County of Aiken )

**2020000053**  
 RIGHT OF WAY/ EASEMENT  
 RECORDING FEES \$25.00  
 STATE TAX \$7.80  
 COUNTY TAX \$3.30  
 PRESENTED & RECORDED:  
**01-02-2020 01:59 PM**  
**JUDITH WARNER**  
 REGISTER OF MESNE CONVEYANCE  
 AIKEN COUNTY, SC  
 BY: VIRGINIA DUNN DEPUTY  
**BK: RB 4820**  
**PG: 887 - 889**

KNOW ALL MEN BY THESE PRESENTS that I (WE) **Thera T. McElmurray, Trustee of the Thera T. McElmurray Revocable Trust** of the County and State aforesaid, hereinafter sometimes referred to as "Grantor" (whether singular or plural), for and in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before signing and sealing of these presents, do hereby bargain, grant and convey to the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation having its principal office in Cayce, South Carolina, hereinafter sometimes referred to as "Grantee", a right of way, over such route as Grantee has selected, upon, over, under and across lands of Grantor situated in the County of **Aiken**, State of South Carolina, described as follows: Being a tract of land, and being the same lands conveyed to Grantor by deed of **Thera T. McElmurray**, dated **12/11/2006**, and recorded in the Register of Deeds Office for **Aiken** County in **Deed Book 4101 at Page 2291 (the "Property")**.

*4106*

Said property is a tract of land located south of Storm Branch Road in the County of Aiken.

Right of way for an electric transmission line is as shown on Dominion Energy South Carolina, Inc. drawing PB-10507-60301, attached hereto as "EXHIBIT A".

Portion of: 073-14-06-001

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, municipal, public or private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable thereof, as well as the right to install, maintain and use anchors and guy wires on land adjacent to the right of way herein granted.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary or desirable, and the right to remove any line or any part thereof.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Grantee shall have the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee will pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said Property of Grantor for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of **Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00)**. Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

TO HAVE AND TO HOLD the aforesaid rights by Grantee, its successors and assigns, as aforesaid.

And Grantor agrees to warrant and forever defend the above granted rights against themselves or their heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor" shall include Grantor's heirs, executors, administrators, successors, and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the 18 day of DECEMBER, 2019.

WITNESS:

**Thera T. McElmurray, Trustee of the Thera T. McElmurray Revocable Trust**

By: Thera T. McElmurray (SEAL)

[Signature]  
 1<sup>st</sup> Witness

[Signature]  
 2<sup>nd</sup> Witness

# Easement # 899830

## ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA                   )  
   )  
COUNTY OF Aiken                                 )

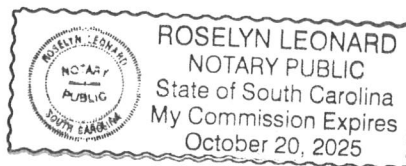
The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **Thera T. McElmurray, Trustee of the Thera T. McElmurray Revocable Trust**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this 18<sup>th</sup> day of December, 2019

Signature of Notary Public State of SC

My commission expires: 10-20-25

Print Name of Notary Public



**RIGHT OF WAY GRANT TO  
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **Toolebeck 230 kV Fold In**

County: **Aiken**


R/W File Number: **23661**

Grantor(s): **Thera T. McElmurray, Trustee of the Thera T. McElmurray Revocable Trust**

Return to: DESC

PLAN "SAFETY" INTO EVERY JOB

CAD DRAWING - DO NOT REVISE MANUALLY

 - INDICATES PROPOSED TRANSMISSION EASEMENT (0.53 AC.)  
REF. DWG.: TA-10507-21001-21027-R0 ET

# AIKEN COUNTY

"EXHIBIT A"



N/F THE THERA T.  
MCELMURRAY  
RECOVERABLE TRUST  
TMS #073-14-06-001

N/F THE THERA T.  
MCELMURRAY  
RECOVERABLE TRUST  
TMS #073-14-06-001

POB  
N: 583,976.92  
E: 1,753,492.08

22,890 SQ. FT.  
0.53 ACRES

S89° 47' 16"E

228.34

170'

120'

290'

N0° 12' 44"E

200.48

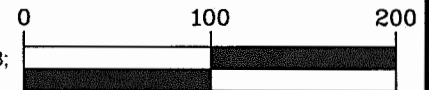
S48° 55' 45"W

303.87

150'

EX. DOMINION ENERGY SC  
TRANSMISSION LINE ROW

N/F GLENN M. &  
MARTHA LOWE  
TMS #073-14-06-002



GRAPHIC SCALE: 1"=100'

**METES AND BOUNDS DESCRIPTION OF PROPOSED EASEMENT:**  
BEGINNING AT A POINT WHOSE NORTHING IS 583,976.92 AND WHOSE EASTING IS 1,753,492.08;  
THENCE BEARING S 89° 47' 16" E A DISTANCE OF 228.34 FEET;  
THENCE BEARING S 48° 55' 45" W A DISTANCE OF 303.87 FEET;  
THENCE BEARING N 00° 12' 44" E A DISTANCE OF 200.48 FEET TO THE POINT OF BEGINNING.

NOTE: THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

## Dominion Energy South Carolina, Inc.

FOR: TOOLEBECK 230KV FOLD IN

DETAIL: CROSSING PROPERTY OF THE MCELMURRAY REVOCABLE TRUST

IN AIKEN COUNTY, SOUTH CAROLINA

TMS #073-14-06-001

DRAWN

DATE

JDH

10/01/2019

APPROVED

DATE

WKJ

10/01/2019

DRAWING NUMBER

PROJECT

LINE NUMBER

SHEET NUMBER

PB - 10507 - 60301

REVISION DATE

NUMBER

12/11/2019

1



SCALE: 1" = 100'

W.O. #

CONST

R/W 401229

M. F. CODE

SURVEY JOB #

0000

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF DOMINION ENERGY SOUTH CAROLINA, INC. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

dwg:00609-70901-PB-1 FILE

**Dominion Energy  
South Carolina**



STATE OF SOUTH CAROLNA

IN THE COURT OF COMMON PLEAS

COUNTY OF AIKEN

CIVIL ACTION#

Dominion Energy South Carolina, Inc, a South  
Carolina corporation,

Condemnor,

LIS PENDENS

vs.

Crowell & Co., Inc.,

Landowners,

(510094-00343 SMF)

NOTICE IS HEREBY GIVEN that the Condemnor above-named, pursuant to the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, as amended, has brought an action against the Landowners above-named to acquire the real property described herein for public purposes, to wit:

PARCEL 1: All that certain piece, parcel or lot of land, with improvements thereon, containing approximately 9.74 acres, more or less, situate, lying and being northeast of Tooleback Road, approximately six-tenths (0.6) miles East of the City of Aiken, in Aiken County, South Carolina, as is shown and designated on that certain "Boundary and Topographic Survey" prepared for SCE&G, Tooleback Switching Station, Aiken County, South Carolina, dated April 22, 2015, as Parcel C (9.74 acres) and recorded in the Office of the Register of Mesne Conveyances for Aiken County in Plat Book 58, at Page 595. Reference is craved to said Plat for a more complete and accurate metes and bounds description of said 9.74 acre parcel.

TMS No.: 138-07-01-001

[The foregoing Parcel 1 relates to "Easement Area 1"]

PARCEL 2: ALL that certain piece, parcel of tract of land, with improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as 65.01 acres upon a plat prepared by Southern Partners, Inc. RLS, for William Johnson Trust, dated March 22, 2006, and recorded in Plat Book 16, at Page 171, records of Aiken County, South Carolina, RMC. Reference being hereby made to aforementioned plat for a more complete and accurate description as to metes, boundaries and location of subject property. Plat Book 54, Page 239.  
records of

LESS AND EXCEPT:

All that certain piece, parcel or lot of land, with improvements thereon, containing approximately 14.16 acres, more or less, situate, lying and being northeast of Toolebeck Road, Aiken County, South Carolina, as shown on that certain "Boundary and Topographic Survey prepared for SCE&G, Toolebeck Switching Station, Aiken County, South Carolina, dated April 22, 2015, as Parcel B (14.16 acres) and recorded in the Office of the Register of Mesne Conveyance for Aiken County in Plat Book 58, at Page 595. Reference is craved to said plat for a more complete and accurate metes and bounds description of said 14.16 acre parcel.

TMS No.: 137-19-01-006

[The foregoing Parcel 2 relates to "Easement Area 2"]

Easement Area and Rights to be Acquired:

A perpetual easement and right of way for access, ingress, and egress on, over and along the area designated as "Easement Area 1" containing 3,071 square feet/0.07 acres and as "Easement Area 2" containing 102,718 square feet/2.36 acres on Exhibit "A" attached hereto, and to and from said easement area across and upon the above described real property as may be necessary for purposes connected with said easement.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more above ground or underground lines for the transmission or distribution of electric energy, consisting of supporting structures, guy wires, push braces, underground or overhead conductors and lighting protective wires, municipal, public, or private communication wires, and other accessory apparatus and equipment deemed by the Condemnor to be necessary and desirable thereof, as well as the right to install, maintain and use anchors and guy wires on land adjacent to the right of way herein obtained.

Together with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment Condemnor may at any time deem necessary or desirable, and the right to remove any line or any part thereof.

Condemnor shall have the right from time to time to remove or clear and keep such trees, underbrush, structures and other obstructions upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Condemnor may interfere with or endanger said lines or appurtenances when erected; provided that Condemnor will pay to Landowner the fair market value of such danger trees at the time of cutting as determined by a registered professional forester.

No buildings or structures shall be placed within the easement right of way, nor any other encroachments which interfere with the operation or maintenance of the underground or overhead transmission lines.

s/ Sean M. Foerster

Sean M. Foerster (SC Bar# 77466)  
Stuart M. Lee (SC Bar # 16558)  
Rogers Townsend, LLC  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, South Carolina 29201  
(803)771-7900  
sean.foerster@rogerstownsend.com

Jay E. Bressler (SC Bar# 74520)  
Dominion Energy South Carolina, Inc.  
MC C222  
220 Operation Way  
Cayce, South Carolina 29033-3701  
(803)217-9816  
jay.bressler@dominionenergy.com

Attorneys for Condemnor Dominion Energy  
South Carolina, Inc.

June 8, 2020

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF AIKEN

CIVIL ACTION#

Dominion Energy South Carolina, Inc., a South  
Carolina corporation,

Condemnor,

SUMMONS

vs.

Crowell & Co., Inc.,

Landowners,

(510094-00343 SMF)

TO: THE LANDOWNERS NAMED ABOVE:

YOU ARE HEREBY summoned, advised and notified that, pursuant to the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, the within Notice of Condemnation, copy of which is herewith served upon you, was filed with the Clerk of Court for Aiken County on June 9, 2020. The purpose of this lawsuit is to enable the Condemnor, Dominion Energy South Carolina, Inc., to acquire certain real property for its public purposes, as is more fully stated in the attached Condemnation Notice and Tender of Payment. Responsive pleadings to the Condemnation Notice and Tender of Payment are not necessary.

[SIGNATURE PAGE TO FOLLOW]



s/ Sean M. Foerster

Sean M. Foerster (SC Bar# 77466)  
Stuart M. Lee (SC Bar # 16558)  
Rogers Townsend, LLC  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, South Carolina 29201  
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jay.bressler@dominionenergy.com

Attorneys for Condemnor Dominion Energy  
South Carolina, Inc.

June 8, 2020

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

DOMINION ENERGY SOUTH CAROLINA, INC., A  
SOUTH CAROLINA CORPORATION

Condemnor,

vs.

CROWELL & CO., INC.,  
Landowner,

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.

CONDEMNATION NOTICE AND TENDER  
OF PAYMENT

No Jury Trial Demanded

(510094-00343)

TO: THE LANDOWNER AND OTHER CONDEMNEE NAMED ABOVE:

Pursuant to the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-10 *et seq.* (1976, as amended), you are hereby notified as follows:

1. DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation formerly known as South Carolina Electric & Gas Company ("DESC") is the Condemnor herein and seeks to acquire the real property described herein for public purposes.

2. Crowell & Co., Inc., a South Carolina corporation, is named as Landowner in this action by virtue of its claim of title (or other interests) as shown by (i) that certain deed from South Carolina Electric & Gas Company recorded in Book 4557, at Page 2474 of the Aiken County Register of Deeds (as to Parcel 1), and (ii) that certain deed from Wm E. Johnson, III and William E. Johnson, Jr., as Trustee of the William E. Johnson Trust and as life beneficiary and life tenant recorded in the Office of the Register of Deeds for Aiken County in Book 4093 at Page 495 (as to Parcel 2).

3. The following is a description of the real property subject to this action and a description of the interest sought to be acquired in and to the property by DESC:

Property Description:

PARCEL 1: All that certain piece, parcel or lot of land, with improvements thereon, containing approximately 9.74 acres, more or less, situate, lying and being northeast of Tooleback Road, approximately six-tenths (0.6) miles East of the City of Aiken, in Aiken County, South Carolina, as is shown and designated on that certain "Boundary and Topographic Survey" prepared for SCE&G, Tooleback Switching Station, Aiken County, South Carolina, dated April 22, 2015, as

Parcel C (9.74 acres) and recorded in the Office of the Register of Mesne Conveyances for Aiken County in Plat Book 58, at Page 595. Reference is craved to said Plat for a more complete and accurate metes and bounds description of said 9.74 acre parcel.

TMS No.: 138-07-01-001

[The foregoing Parcel 1 relates to "Easement Area 1")

PARCEL 2: ALL that certain piece, parcel of tract of land, with improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as 65.01 acres upon a plat prepared by Southern Partners, Inc. RLS, for William Johnson Trust, dated March 22, 2006, and recorded in Plat Book 16, at Page 171, records of Aiken County, South Carolina, RMC. Reference being hereby made to aforementioned plat for a more complete and accurate description as to metes, boundaries and location of subject property. Plat Book 54, Page 239.

LESS AND EXCEPT:

All that certain piece, parcel or lot of land, with improvements thereon, containing approximately 14.16 acres, more or less, situate, lying and being northeast of Toolebeck Road, Aiken County, South Carolina, as shown on that certain "Bou[n]dary and Topographic Survey prepared for SCE&G, Toolebeck Switching Station, Aiken County, South Carolina, dated April 22, 2015, as Parcel B (14.16 acres) and recorded in the Office of the Register of Mesne Conveyance for Aiken County in Plat Book 58, at Page 595. Reference is craved to said plat for a more complete and accurate metes and bounds description of said 14.16 acre parcel.

TMS No.: 137-19-01-006

[The foregoing Parcel 2 relates to "Easement Area 2"]

#### Easement Area and Rights to be Acquired:

A perpetual easement and right of way for access, ingress, and egress on, over and along the area designated as "**Easement Area 1**" containing 3,071 square feet/0.07 acres and as "**Easement Area 2**" containing 102,718 square feet/2.36 acres on Exhibit "A" attached hereto, and to and from said easement area across and upon the above described real property as may be necessary for purposes connected with said easement.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more above ground or underground lines for the transmission or distribution of electric energy, consisting of supporting structures, guy wires, push braces, underground or overhead conductors and lighting protective wires, municipal, public, or private communication wires, and other accessory apparatus and equipment deemed by the Condemnor to be necessary and desirable thereof,



Together with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment Condemnor may at any time deem necessary or desirable, and the right to remove any line or any part thereof.

Condemnor shall have the right from time to time to remove or clear and keep such trees, underbrush, structures and other obstructions upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Condemnor may interfere with or endanger said lines or appurtenances when erected; provided that Condemnor will pay to Landowner the fair market value of such danger trees at the time of cutting as determined by a registered professional forester.

No buildings or structures shall be placed within the easement right of way, nor any other encroachments which interfere with the operation or maintenance of the underground or overhead transmission lines.

4. DESC is vested with the power of eminent domain pursuant to S.C. Code Ann. §§ 58-27-130 and 28-2-60 (1976, as amended).

5. The property sought herein is to be acquired for public purposes, more particularly for the construction, maintenance, and operation of an underground or overhead electrical transmission line in Aiken County and the State of South Carolina.

6. This action is brought pursuant to S.C. Code Ann. § 28-2-240 (1976, as amended).

7. DESC has complied with the requirements set forth in S.C. Code Ann. § 28-2-70(a) (1976, as amended), by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

8. The project plans may be inspected at the office of the DESC at 1054 Toolebeck Road, Aiken South Carolina 29803 (Dominion Energy Power Delivery Crew Quarter).

9. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER TO BE THE SUM OF TWENTY-FOUR THOUSAND AND NO/100ths DOLLARS (\$24,000.00) AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER(S).

10. Payment of this amount will be made to the Landowner if, within thirty (30) days of service of this Condemnation Notice, the Landowner in writing requests payment and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. The Agreement and Request for Payment must be sent by first class mail with return receipt requested or delivered in person to Stuart M. Lee, Esquire, 1221 Main Street, 14<sup>th</sup> Floor, Columbia, South Carolina



29201. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

11. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner and Other Condemnee notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

12. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF SERVICE OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER(S) WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

13. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner. That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner has the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner written notice by mail of the call of the case for trial.

14. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

15. In the event the Landowner accepts the amount tendered in this Notice, the attached Agreement and Request for Payment form should be signed and returned to the undersigned attorney for the Condemnor within thirty (30) days of your receipt of this Notice

*[signature on the following page]*

*Condemnation Notice and Tender of Payment*

s/ Sean M. Foerster

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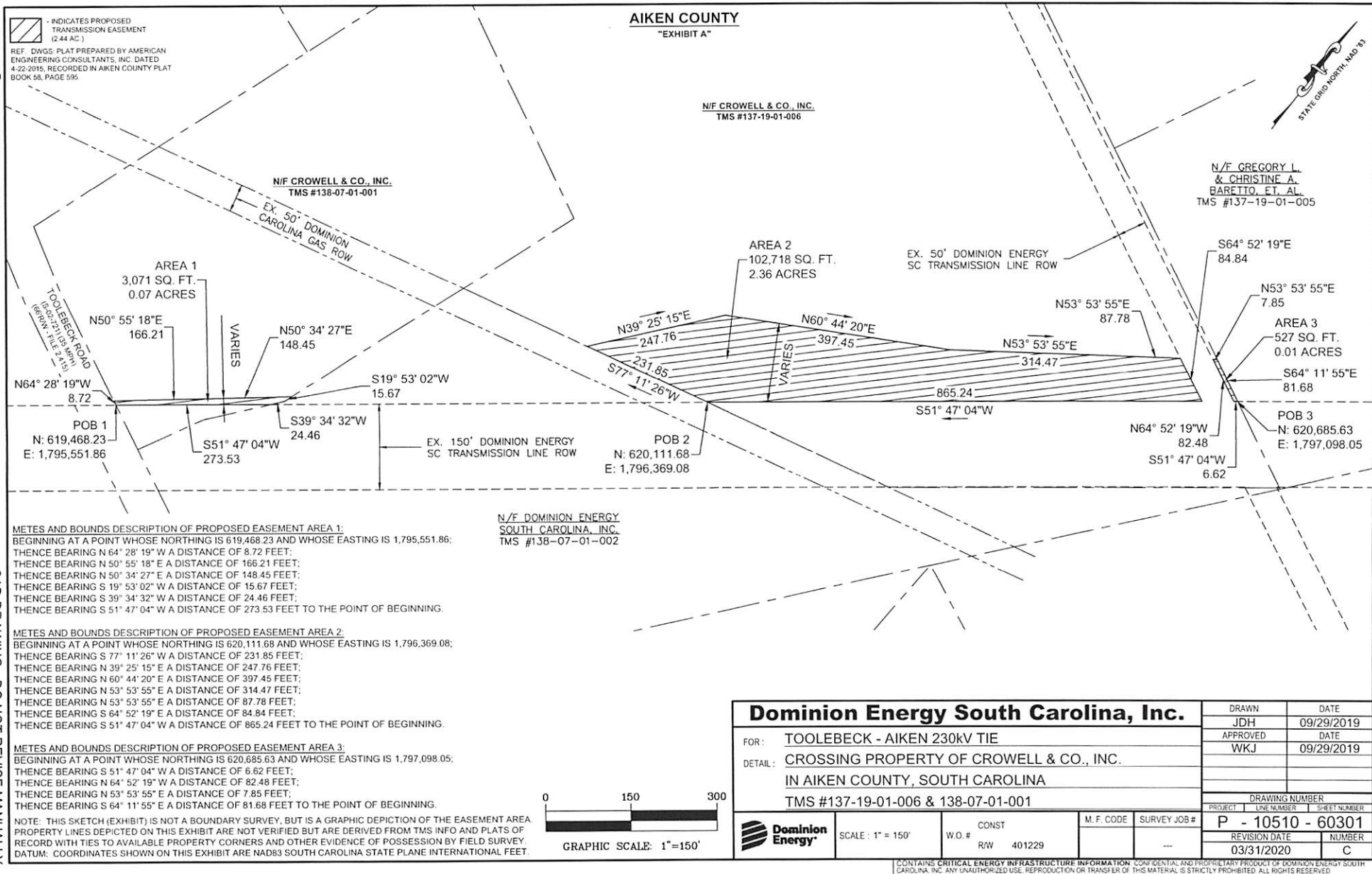
Sean M. Foerster (SC Bar # 77466)  
Rogers Townsend LLC  
1221 Main Street, 14<sup>th</sup> Floor (29201)  
Post Office Box 100200  
Columbia, South Carolina 29202-3200  
(803)771-7900  
sean.foerster@rogerstownsend.com

Jay E. Bressler (SC Bar# 74520)  
Dominion Energy South Carolina, Inc.  
MC C222  
220 Operation Way  
Cayce, South Carolina 29033-3701  
(803)217-9816  
jay.bressler@dominionenergy.com

Attorneys for Condemnor Dominion Energy  
South Carolina, Inc.

April 30, 2020

Exhibit "A"





STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

**AGREEMENT AND REQUEST  
FOR PAYMENT**

Project: Toolebeck-Aiken Transmission Line

I (we), the landowner(s), request payment of the amount determined by Dominion Energy South Carolina, Inc. as just compensation for the property and rights to be acquired for the project mentioned above. By making this request I (we) agree to execute the instruments necessary to convey to Dominion Energy South Carolina, Inc. the property interests and rights described in the Condemnation Notice and Tender of Payment. Upon signing and payment of the agreed upon amount, the Landowner waives any and all rights pursuant to the Code of Laws of South Carolina, 1976 as amended by the Eminent Domain Procedure Act. Return this form to Stuart M. Lee, Rogers Townsend, LLC, Post Office Box 100200, Columbia, South Carolina 29201

**Crowell & Co., Inc., Landowner**

\_\_\_\_\_  
**By:**

**Its:**

Dated the \_\_\_\_ day of May, 2020.

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Dominion Energy South Carolina, Inc., a South  
Carolina corporation,

Condemnor,

vs.

Crowell & Co., Inc.,

Landowners,

(510094-00343 SMF)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION#

NOTICE OF FILING

TO: THE LANDOWNERS NAMED ABOVE:

Pursuant to the South Carolina Eminent Procedure Domain Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, you are hereby notified that the Condemnor has filed the Condemnation Notice and Tender of Payment with the Clerk of Court for Aiken County and deposited the amount tendered with the Clerk of Court for Aiken County, and may now proceed to take possession of the property or interest described in the Condemnation Notice and Tender of Payment.

*s/ Sean M. Foerster*

Sean M. Foerster (SC Bar# 77466)  
Stuart M. Lee (SC Bar # 16558)  
Rogers Townsend, LLC  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, South Carolina 29201  
(803)771-7900  
sean.foerster@rogerstownsend.com

Jay E. Bressler (SC Bar# 74520)  
Dominion Energy South Carolina, Inc.  
MC C222  
220 Operation Way  
Cayce, South Carolina 29033-3701  
(803)217-9816  
jay.bressler@dominionenergy.com

Attorneys for Condemnor Dominion Energy  
South Carolina, Inc.

June 8, 2020

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Dominion Energy South Carolina, a South  
Carolina corporation,

Condemnor,

vs.

Crowell & Co., Inc.,

Landowners.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION#

AFFIDAVIT

(510094-00343 SMF)

PERSONALLY APPEARED before me, Sean M. Foerster, who, being first duly sworn,  
says and deposes:

1. That the amount tendered by the Condemnor to the Landowner(s) in the  
Condemnation Notice and Tender of Payment has been rejected.
2. The resolution of negotiations as to the amount tendered by the Condemnor to the  
Landowner(s) was attempted prior to the commencement of this action.
3. That, at this time, the Condemnor does not demand a trial by jury.
4. That, at this time, the Condemnor does not demand that this action be given  
priority over other cases.

[SIGNATURE PAGE TO FOLLOW]

  
Sean M. Foerster (SC Bar# 77466)  
Rogers Townsend, LLC  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, South Carolina 29201  
(803)771-7900  
sean.foerster@rogerstownsend.com

Attorneys for Condemnor Dominion Energy  
South Carolina, Inc.

SWORN to before me this 8<sup>th</sup>  
day of June, 2020

Chrystal Compton  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: April 1, 2024

